

REQUEST FOR PROPOSALS

On-Call Specialized Project Delivery Services For CMA Project Development In Alameda County

RFP A06-001

Issued by:

Alameda County Congestion Management Agency (CMA)

RESPONSES DUE:

4:00 PM, January 31, 2006

Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 9461

TABLE OF CONTENTS

1.0	INTRODUCTION	2
2.0	SERVICES TO BE PROVIDED / SCOPE OF WORK / CONTRACT TERM	2
2.1	Deliverables	2
2.2	Areas of Expertise.....	3
2.3	Typical Services	3
3.0	PROGRAM / PROJECT DESCRIPTION	5
4.0	PROPOSAL SUBMITTAL REQUIREMENTS	6
4.1	Proposal.....	6
4.2	Transmittal Letter.....	6
4.3	Project Understanding.....	7
4.4	Approach and Management Plan	7
4.5	Qualifications, Experience and Availability	7
4.6	Additional Relevant Information	7
4.7	References.....	7
4.8	Submittal of Proposals	8
5.0	SELECTION OF CONSULTANT	8
6.0	SELECTION PROCESS DATES.....	8
7.0	GENERAL CONDITIONS	9
8.0	ATTACHMENTS	10
8.1	Attachment A – Sample Contract	10
8.2	Attachment B – List of Firms That Received Notice of this RFP	10

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1.0 INTRODUCTION

The Alameda County Congestion Management Agency (CMA) is responsible for planning, programming and coordinating Federal, State, and Regional funds for transportation projects within Alameda County. The CMA is also involved in the delivery of various projects and programs in Alameda County. The CMA desires to have specialized resources available on a task order basis during all phases of project delivery for various projects, or phases of projects in Alameda County.

2.0 SERVICES TO BE PROVIDED / SCOPE OF WORK / CONTRACT TERM

The CMA intends to retain a qualified professional engineering firm/team to provide On-Call Specialized Project Delivery Services to assist the CMA in performing various review and coordination activities to support the development and implementation of transportation projects in Alameda County. The successful firm shall demonstrate competency in all fields of expertise required by this Request for Proposals (RFP) and shall confirm the availability of the qualified personnel proposed to perform the services required. The term of the contract anticipated as a result of this RFP will be a two-year base term with up to three one-year extensions following the base term. The CMA, at its sole discretion, may or may not exercise one, two or all three of the one-year extensions.

2.1 Deliverables

The scope of services to be included in your proposal shall include preparation of written deliverables, including recommendations for improvement for the following activities:

1. Constructability/Biddability Reviews - Review plans, specifications and estimate packages at various stages to identify potential constraints to be imposed on the Contractor. Constructability review entails an analysis of efficient construction sequence, traffic handling, public safety, potential cost/schedule impacts and third party constraints. A constructability review is not intended to be a QC check of the design documents.
2. Cost Estimate Reviews - Review cost estimates from various stages of project development and compare them to a baseline (to be provided by CMA). The written deliverable should include a summary of variances between each successive cost estimate.
3. Utility Coordination Reviews - Review utility coordination efforts and documentation prepared by others to identify potential constraints that may be imposed on right of way

certification and/or the construction contractor. This utility coordination review is not intended to be a QC check of the utility coordination reports prepared by others.

4. Right of Way Coordination Reviews - Review right of way coordination efforts and documentation prepared by others to identify potential constraints that may be imposed on right of way certification and/or the construction contractor. This right of way coordination review is not intended to be a QC check of the right of way activities and documentation prepared by others.
5. Project Site Reviews - Perform site visit and document existing site conditions, including photo and video documentation prior to construction. Consultant shall be responsible for securing any necessary permits to perform site reviews.
6. Regional Integration and Sequencing Reviews - Review the relation of the project under study to other transportation improvements scheduled for implementation and identify opportunities for cost and schedule reduction across projects.

2.2 Areas of Expertise

The successful proposal shall demonstrate the capacity and expertise to perform reviews and provide expert recommendations in the following areas:

1. Program, Corridor and Project Integration and Sequencing
2. Constructability Reviews
3. Biddability Reviews
4. Construction Estimating
5. Construction Scheduling
6. Claims Avoidance and Mitigation Techniques
7. Tailoring Construction Specifications to Project Requirements
8. Construction Staging
9. Alternative Methods of Construction
10. Innovative Construction Techniques, Materials and/or Methods
11. Minimizing Project "Throw Away" Costs
12. Structure Type Selection
13. Project Site Reviews
14. Utility Coordination
15. Right of Way Acquisition

2.3 Typical Services

All project services and deliverables must adhere to current Caltrans requirements for project development of improvements on a facility included on the State Highway System. These requirements include adherence to design standards, regulations, policies and procedures for all work within State right of way at the time of project advertisement. Compliance with current Federal Highway Administration requirements is also necessary for all work on the Interstate System. Any work beyond the limits of the State right of way must adhere to current standards for the appropriate local agency. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agency.

Specific specialized project delivery services for various projects or phases of projects may include, but are not limited to the following:

1. Perform a constructability review of contract plans, specifications, and engineer's estimate for each project and identify potential constraints that may be imposed on the Contractor. Constructability review entails an analysis of efficient construction sequence, traffic handling, public safety, potential cost/schedule impacts and third party constraints. A constructability review is not intended to be a QC check of the design documents.
2. Perform a field review of key features and potential conflicts at each project location.
3. Meet with CMA staff, Caltrans and/or other appropriate parties to discuss findings and potential changes to contract documents.
4. Review agreements and permits (which the CMA is party to) that are relevant to each construction project and ensure commitments are accurately reflected in the construction contract documents.
5. Review construction related procurement and service contracts and ensure that effective coordination of material delivery requirements is incorporated into the construction contract documents.
6. Provide assistance with the review of proposals and/or selection of a qualified team relative to any construction related procurement or service contracts.
7. Organize, attend and record construction related PDT meetings in conjunction with the design PM.
8. Prepare a baseline construction phase schedule and provide recommendations related to the sequencing and duration of key project activities. Compare the schedule with the design team's schedule and identify discrepancies for further discussion by the PDT.
9. Review design submittals for consistency with construction related requirements and constraints.
10. Visit future construction sites as needed to document existing field conditions with photographs and videos. Provide videotape and photographic documentation of project sites.
11. Review existing utilities within the project footprint and incorporate utility and permit conditions and requirements into the construction schedule and contract documents.
12. Provide written reports of all findings and recommendations.
13. Review horizontal and vertical control datum used during design.
14. Provide assistance, as requested, in working with CMA's DBE support consultant on the development of DBE goals for the CMA's construction related contracts.
15. Provide assistance during the advertise/award phase for construction contracts.

Each proposal should assume the consultant firm shall furnish all business equipment required for the work such as computers, fax machines, furniture, telephones and expendable supplies such as binders, pens, pencils, etc. For services that may be required onsite, office space may be available for lease by the successful firm.

SPECIAL NOTE: The successful on-call firm/team which contracts with the CMA in response to this RFP shall NOT be precluded from submitting proposals on any of the CMA's future contracting opportunities.

3.0 PROGRAM / PROJECT DESCRIPTION

Alameda County's freeways and highways remain the most congested in the nine-county Bay Area. Maintaining the existing system and expanding its capacity and efficiency will require creative transportation strategies. Building off past successes, the CMA looks forward to initiating a number of innovative projects and programs. The CMA is sponsor for various projects or phases of projects in Alameda County. Currently, a number of the projects the CMA is sponsoring, or co-sponsoring, are funded through Regional Measure 2. The CMA sees the potential for the services requested in this Request for Proposals being used to enhance project delivery for each of the projects being sponsored by the CMA. Whether or not these services are used will be at the sole discretion of the CMA.

Regional Measure 2 Projects

Regional Measure 2 (RM2), approved by Bay Area voters in March 2004, increased the tolls on State-owned bridges to three dollars. RM2 includes the following elements that identify the CMA as the sponsor or co-sponsor.

I-880 North Safety Improvements

This project will provide operational and safety improvements to northbound I-880 at 29th Avenue in Oakland by reconfiguring the on- and off-ramps, as well as mitigating noise impacts of the project. A consultant team was retained by the CMA and is currently working on preliminary engineering.

I-580 Tri-Valley Rapid Transit Corridor Improvements

The I-580 Corridor Improvements include several discreet projects. The CMA is currently involved in the following activities.

I-580 HOV Lane Project, Phase 1:

Phase 1 involves constructing an eastbound High Occupancy Vehicle (HOV) lane in the Dublin/Pleasanton/Livermore area. A consultant team was retained by the CMA and is currently working on final design. The final plans, specifications and estimate (PS&E) for the Eastbound HOV lane are expected to complete in 2006.

I-580 / I-680 HOV Direct Connector PSR/PDS

The CMA has selected a consultant to support the preparation of a Project Study Report for the I-580/I-680 interchange. The PSR will be a cooperative process with Caltrans. Work is anticipated to begin by the end of 2005.

Regional Express Bus Improvements (San Mateo, Dumbarton and Bay Bridges)

SR 84 HOV Lane Extension and Direct Connector

The CMA is coordinating development of this project with Caltrans. Caltrans is providing engineering services for the proposed HOV lane extension. An RFP is anticipated to be released

by the CMA to provide preliminary engineering services for a proposed direct connector on-ramp to State Route 84 from Newark Boulevard.

Ardenwood Park & Ride

In October 2004, MTC allocated RM2 funds to the CMA for the design, acquisition, and construction of an expanded park and ride commuter lot, which will be joined to the existing park and ride lot currently operated by Caltrans. The CMA and AC Transit are joint sponsors for this project; the CMA will be the lead agency for implementation. The expanded lot will accommodate an additional 100 parking stalls, and will serve to encourage the use of alternative modes of transportation, such as express bus service and carpooling. An RFP is anticipated to be released by the CMA to provide design engineering services for the proposed lot expansion.

West Grand Avenue/MacArthur Boulevard Transit Enhancements

CMA and AC Transit are the joint sponsors of the Regional Express Bus program that is funded by Regional Measure 2. Components of this program include a future HOV on-ramp to I-880 from Maritime Street and various operational and transit enhancements in the local area street network. One component of this project is the transit enhancements along the West Grand Avenue/MacArthur Boulevard Corridor. This project includes transit operations analysis and design and construction of various traffic signal modifications along this corridor. The CMA has selected a consultant which is currently performing analysis for the corridor and design for multiple intersections within the corridor.

The CMA will be the lead agency for implementing all or parts of these improvements, totaling about \$97 million in RM2 funds and with a construction cost of approximately \$400 million.

4.0 PROPOSAL SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

4.1 Proposal

The proposal (excluding resumes and the transmittal letter) shall not exceed a total of the equivalent of 25 single-sided, 8.5" x 11" pages. Font size shall be at least 12 point. Resumes should be included in an appendix.

4.2 Transmittal Letter

The proposal shall be transmitted with a cover letter describing the firm/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process. The transmittal letter should be no longer than two pages. The person authorized by the firm/team to negotiate a contract with the CMA shall sign the cover letter. Address the transmittal letter as follows:

Frank R. Furger, P.E.
Deputy Director
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

4.3 Project Understanding

This section should clearly convey the consultant's understanding of the nature of the work, including coordination with and approvals from the CMA and any other affected agencies.

4.4 Approach and Management Plan

This section should provide the firm's/team's proposed overall approach and management plan for providing the requested services on a task order basis. Include an organization chart showing the proposed relationships among consultant staff and the CMA staff, as well as any other parties that may have a significant role in meeting the objectives spelled out in this RFP. This section should also include the approach to preparing and delivering each of the six deliverables listed in Section 2.1 of this RFP. The typical approach for each of the six deliverables should identify the significant activities and stakeholders involved in preparing the deliverable. The description of the approach to each deliverable should be no longer than two pages.

4.5 Qualifications, Experience and Availability

This section should provide the qualifications, experience and availability of the consultant team for this project. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members include the individuals that will be responsible for each of the six deliverables listed in Section 2.1 and should be identified along with the overall project/contract manager (also considered a key team member). Resumes for each key team member should be included in an appendix. The resumes of key team members should include descriptions of any recent experience providing services similar to those requested by this RFP and references for such similar experience. Key team members will be expected to be committed for the duration of the project. Replacement of any key team member will not be permitted without prior consultation with, and written approval by the CMA.

4.6 Additional Relevant Information

Provide additional relevant information that may be helpful in the selection process.

4.7 References

For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years) similar or relevant to this project. Include a brief description of each project associated with the reference, and the role of the respective team member. These references should be included with the resumes in an Appendix as mentioned above in Section 4.5.

4.8 Submittal of Proposals

Ten (10) copies of your proposal are due at the CMA offices no later than the time and date specified in Section 6.0, below. Envelopes or packages containing the proposals should be clearly marked, **“Proposals Enclosed.”**

5.0 SELECTION OF CONSULTANT

The overall process will be to evaluate the technical components of all the proposals completely and independently. The proposals will be evaluated based on the following criteria:

1. Qualifications and specific experience of key team members.
2. Project understanding and approach, including an understanding of CMA, Caltrans and other agency review, approval and coordination processes.
3. Experience with similar types of projects.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams may be invited for interviews. The project manager and key team members should attend the interview. The evaluation/interview panel may include representatives from the CMA, Caltrans, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

Once the top ranked firm/team has been determined, CMA staff will start contract negotiations with that firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with the CMA, and so on. Provided negotiations are proceeding well, the CMA may elect to initiate a portion of the work scope with a Notice to Proceed (NTP), prior to execution of the contract.

6.0 SELECTION PROCESS DATES

<i>Date</i>	<i>Time</i>	<i>Activity</i>
January 11, 2006	10:00 AM	Pre-proposal meeting at ACCMA.
January 31, 2006	4:00 PM	Proposals due at ACCMA: Alameda County Congestion Management Agency 1333 Broadway, Suite 220 Oakland, CA 94612

Late submittals will not be accepted. Faxed or E-mailed submittals will not be accepted.

February 15, 2006 9:00 AM – 4:00 PM Tentative date for consultant selection interviews.

If you have any questions regarding this RFP, please submit them in writing via U.S. Mail, other delivery method or fax to:

James P. O'Brien
ACCMA Project Monitoring Team
Phone (510) 836-2560 Ext. 23
Fax (510) 836-2185

7.0 GENERAL CONDITIONS

A. Limitations

This RFP does not commit the Alameda County CMA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Rejection of Proposals

The Alameda County CMA reserves the right to reject any or all proposals.

C. Award

All finalists may be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical viewpoint.

D. Work Scope Modifications

The Alameda County CMA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

E. Contract

A sample contract is shown in Attachment A. It is expected that the terms of the contract will be acceptable to the consultant unless exceptions are included in the submittal.

F. Non - Discrimination

Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of CMA contracts.

G. Levine Act

Selected consultants will be required to disclose on the record any contribution of more than \$250.00

which they have made to an CMA Board member within the twelve-month period preceding the submittal deadline of this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the CMA's Executive Director, Dennis Fay. This information will need to be provided before the CMA can approve any contract.

H. SBE Policy

CMA has adopted a small business enterprise (SBE) Policy, pursuant to which the CMA encourages all Prime Contractors to utilize qualified SBE subcontractors on CMA projects, CMA promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, CMA seeks the utilization of qualified SBEs when such SBEs are available, and requires all contractors to report on SBE usage during the term of each contract.

For purposes of CMA's SBE Policy, an SBE shall be a "small business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the CMA's SBE Policy conflicts with any federal, State or other funding source's programs, policies, regulations or requirements, CMA shall make the SBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. CMA's SBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

8.0 ATTACHMENTS

The following documentation is attached:

8.1 Attachment A – Sample Contract

8.2 Attachment B – List of Firms That Received Notice of this RFP

SAMPLE CONTRACT

Note – this introductory paragraph and each instance of bracketed text *[like this]* throughout this document should be reviewed prior to distribution to CMA Counsel and/or the Consultant. Each bracket represents a location where a choice needs to be made. (i) Irrelevant text and surrounding brackets should be deleted; (ii) placeholder text and surrounding brackets should be replaced with real language, and (iii) brackets surrounding relevant material should be deleted without affecting the text.

AGREEMENT

between the

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

and

This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency (“CMA”) and _____, /a _____ (state)_____ corporation/ /a _____ (state)_____ partnership/ /a _____ (state)_____ limited liability company/ /a sole proprietorship/, with a place of business at _____, _____ (City)_____, CA (“CONSULTANT”).

RECITALS

WHEREAS, CMA has defined and developed the _____ *[describe project]* (“PROJECT”);

WHEREAS, CMA desires to secure *[professional services / describe]* necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

ARTICLE I

A. GENERAL.

1. **The PROJECT.** The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, "Detailed Scope of Work," attached hereto and by this reference incorporated herein.

2. **Scope of Services.** Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, "Project Cost Proposal," attached hereto and by this reference incorporated herein.

3. **Term.** The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

4. Compensation.

a. Compensation by CMA to CONSULTANT will be on the cost basis set forth in **Appendix D**.

b. Total compensation for services to be performed under this AGREEMENT will not exceed \$ _____, including Direct Expenses but excluding taxes, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

c. The aggregate amount was computed based on **Appendices A and D**.

5. **CMA's Representative.** CMA hereby designates its Executive Director to be its representative in administering all matters relative to the AGREEMENT. CMA's Representative may delegate authority for specific matters to other staff members or other consultants.

6. **CONSULTANT's Representative.** CONSULTANT hereby designates _____ to represent CONSULTANT with full authority under the AGREEMENT.

7. **CONSULTANT's Identity and Personnel.** _____ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B**, "Key Project Personnel," attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

8. **Preliminary Review of Work.** Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

9. Appearance at Hearings. If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

10. Responsibility of CONSULTANT. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services, required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

11. Inspection of Work. It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

12. Suspension, Delay or Interruption of Work. CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

13. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

14. Legal Action. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

15. Survival of Indemnities. Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence

over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

16. Jurisdiction. The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

17. Severability and Survival. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Arbitration. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the

arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

19. Attorneys' Fees. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

20. Final Acceptance. When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

21. Subcontracts. Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

22. Completion of Services. The services described in the Scope of Work shall be completed on or before _____, unless such date is extended by mutual agreement of the parties.

B. TERMINATION/CANCELLATION.

1. For Convenience. CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and

other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

2. For Cause. If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

3. Damages/Compensation. If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

4. Adjustments. If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

5. Rights and Remedies. The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. Waivers. CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

C. REVISIONS IN SCOPE OF SERVICES.

1. **Change Order.** CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

2. **Extra Work.** At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

1. **Documents.** Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

2. **Confidentiality.** All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT

by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

E. CONSULTANT STATUS/SUBCONSULTANTS.

1. **Consultant.** In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

2. **Assignment or Transfer.** Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

F. INDEMNIFICATION.

1. **Duties.** CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. **Responsibilities.** CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA

is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

G. INSURANCE.

1. Comprehensive Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient cover not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$250,000.00 per person and \$500,000.00 per occurrence for property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.
- b.** Blanket contractual liability on all written contracts, including this AGREEMENT.
- c.** Personal injury (in lieu of, or in addition to, bodily injury).
- d.** Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

2. Errors and Omissions. In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

- a.** A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.
- b.** Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.
- c.** Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

3. Worker's Compensation. CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

4. Certificates. Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

H. PROHIBITED INTEREST.

1. Solicitation. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit

or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

2. Conflict of Interest. CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

3. Conflict of Employment. Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

I. AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM, SMALL BUSINESS ENTERPRISE POLICY AND LOCAL BUSINESS ENTERPRISE POLICY.

1. In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. To the extent applicable, CONSULTANT will comply with CMA's Disadvantaged Business Enterprise (DBE) Program.

3. Pursuant to CMA's Small Business Enterprise (SBE) Policy, CONSULTANT is encouraged to utilize qualified SBE subcontractors to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on SBE usage during the term of this AGREEMENT using the SBE Participation Report Form included in **Appendix E**, "SBE And LBE Participation Report Forms," attached hereto and by this reference incorporated herein. CONSULTANT shall submit such a report promptly upon the completion of the PROJECT. If the term of this AGREEMENT is greater than one year, CONSULTANT shall also submit such reports annually on each anniversary of the date of this AGREEMENT.

4. Pursuant to CMA's Local Business Enterprise (LBE) Policy, CONSULTANT is encouraged to utilize qualified LBE subcontractors to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on LBE usage during the term of this AGREEMENT using the LBE Participation Report Form included in **Appendix E**. CONSULTANT shall submit such a report promptly upon the completion of the PROJECT. If the term of this AGREEMENT is greater than one year, CONSULTANT shall also submit such reports annually on each anniversary of the date of this AGREEMENT.

J. NOTIFICATION.

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

ATTN: (name)
(address)
(city), CA (zip)

CMA:

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

ATTN: Dennis Fay
Executive Director
1333 Broadway, Suite 220
Oakland, CA 94612-1918

K. AUDIT OF BOOKS AND RECORDS.

CONSULTANT shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to any such expense or disbursement charged by CONSULTANT.

The records described in this Section shall be retained by CONSULTANT and made available for inspection by CMA for a period of three (3) years after this AGREEMENT is terminated, or the date of the final payment, whichever is later. The audit to determine final compensation will be accomplished by CMA within one year after completion of the PROJECT.

L. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

ARTICLE II - SCHEDULE

A. SCHEDULE OF WORK.

CONSULTANT shall conform with the schedule set forth in **Appendix C**, "Milestone Schedule," attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT's control.

B. REPORTING.

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT's monthly billings. CMA agrees to respond to CONSULTANT's draft report submissions in accordance with the Schedule of Work.

C. DELAY.

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the "Milestone Schedule", to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT's services be delayed by any mutually agreed upon excusable cause, CONSULTANT's schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

D. NOTICE OF POTENTIAL DELAY.

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

ARTICLE III – COMPENSATION/PAYMENT

A. INVOICES AND TIME OF PAYMENT.

1. For all services described in **Article I** and **Appendix A**, payment is due within thirty (30) days after receipt of billing of the amount due for all services rendered during the month, except as otherwise provided in this **Section A**. Payment for service will represent the value of the completed scope of work as measured by expended costs to date.

2. CMA shall withhold ten percent (10%) of each progress payment referred to in **paragraph 1** above. *[Delete this paragraph if not applicable to this contract]*

3. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis,

CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. The format of payment invoices shall be as mutually agreed upon by CONSULTANT and CMA.

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to CMA and request final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 3** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines are subject to repayment by CONSULTANT to CMA.

9. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

10. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of paragraphs 8 and 9 above shall apply to said subconsultant.

B. SUSPENSION OF WORK.

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

ARTICLE IV - OBLIGATIONS OF CONSULTANT

A. AUTHORIZATION TO PROCEED.

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.

ARTICLE V – OBLIGATIONS OF CMA

A. CMA-FURNISHED DATA.

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

B. ACCESS TO FACILITIES.

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

C. TIMELY REVIEW.

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

D. PROMPT NOTICE.

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

Appendix A: DETAILED SCOPE OF WORK

Appendix B: CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT
PERSONNEL

Appendix C: MILESTONE SCHEDULE

Appendix D: PROJECT COST PROPOSAL

Appendix E: SBE AND LBE PARTICIPATION REPORT FORMS

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

CONSULTANT:

By: _____
Name: _____
Its: _____

Date: _____

CMA:

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

By: _____
Dennis Fay, Executive Director

Date: _____

Recommended For Approval

By: _____
Name / Title

Approved as to form and legality:

Wendel, Rosen, Black & Dean LLP
Legal Counsel to CMA

APPENDIX A
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

DETAILED SCOPE OF WORK

APPENDIX B
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

CONSULTANT AND SUBCONSULTANT
FIRMS KEY PROJECT PERSONNEL

APPENDIX C
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

MILESTONE SCHEDULE

APPENDIX D
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

PROJECT COST PROPOSAL

APPENDIX E
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

SBE AND LBE PARTICIPATION REPORT FORMS

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
SBE PARTICIPATION REPORT
(Submit Annually and upon Completion of Project)

Consultant _____

Name of Project _____

Contract Amount _____

Name, Address and Phone Number of Each SBE Firm Participating on this Project (Source of SBE Certification, if available)		SBE Project Participation (to date)		Nature of Participation
		Dollar Value	Percent	
1.				
2.				
3.				
4.				

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
LBE PARTICIPATION REPORT
(Submit Annually and upon Completion of Project)

Consultant _____

Name of Project _____

Contract Amount _____

Name, Address and Phone Number of Each LBE Firm Participating on this Project (Source of LBE Certification, if available)		LBE Project Participation (to date)		Nature of Participation
		Dollar Value	Percent	
1.				
2.				
3.				
4.				

Avis Casimir A.C.E. 1495 Revere Avenue, San Francisco, CA 94124	Arlene Chaves Chaves & Associates One Hallidie Plaza, Suite 401, San Francisco, CA 94102	Deborah Dugan Dugan & Associates 6350 Laurel Canyon Blvd. #406, North Hollywood, CA 91606	Kay A. Knowles FaciliCorp 595 Park Avenue, Suite. 103, San Jose, CA 95110
Malanie S. Odell Odell Robertson Consulting 326 Pala Avenue, Piedmont, CA 94611	Eva Thisner Pacific Project Management 2750 60th Avenue S.E., Mercer Island, WA 98040	Ruth V. Gordan Pegasus Engineering 726 23rd Avenue, San Francisco, CA 94121	Tanya Powell Powell Enterprises 2 Embarcadero Center, Suite 200, San Francisco, CA 94111
Shelly Collins SJR Contract Consultants 2843 Emerald Drive, Walnut Creek, CA 94596	La Verda O. Allen The Allen Group, LLC 5638 Martin Luther King Jr. Way, Oakland, CA 94609	Myma Lim Hardison The Realty Group 2001 Fillmore Street, Suite 201, San Francisco, CA 94115	Terry Solis The Solis Group 234 North El Molino Avenue, Suite 202, Pasadena, CA 91101
Elyce Zahn The Zahn Group, Inc. 220 Montgomery Street, Suite 406, San Francisco, CA 94104	Wendy A. Lopez Wendy Lopez & Associates 1825 Market Center Blvd., Dallas, TX 75027	Ben Hance Arcost GPM Group 519 17th Street, Suite 540, Oakland, CA 94612	Beth Walukas Beth Walukas c/o ACEx Technologies, 1177 65th Street Oakland, CA 94608
Ellen Martinez Synchronex 1199 N 5th Street, San Jose, CA 95112	Melania Ciapponi T.Y. Lin International CCS 1440 Broadway, Suite 402, Oakland, CA 94612	Niko Letunic Eisen Letunic 1516 McGee Avenue, Berkeley, CA 94703	James O'Brien Advance Project Delivery Inc. 1333 Broadway, Suite 220-A, Oakland, CA 94612
kieu nguyen The Hoyt Company 660 J St. #444, Sacramento, CA 95814	Tula Gourdin Gannett Fleming, Inc. 591 Redwood Highway, Suite 5220 Mill Valley, CA 94941	Heather Smith IMS 945 Hornblend St. Ste. G, San Diego, CA 92109	W.F. Hatmakes KJM & Associates 1390 Willow Pass Road, Concord, CA 94520
John Paris Wood Rodgers 580 2nd Street, Suite 200, Oakland, CA 94607	Linda Pappas URS Corporation 1333 Broadway, Suite 800 Oakland, CA 94612	Kai Chan Parsons 120 Howard Street, San Francisco, CA 94105	Patricia Costella McGuirk Biggs Cardosa Associates, Inc. 1330 Broadway, Suite 428, Oakland, CA 94612
Kuan Go PBSJ 2025 Gateway Place #335, San Jose, CA 95110	Melania Ciapponi T.Y. Lin International CCS 1111 Broadway, Suite 2150, Oakland, CA 94607	Javad Mirsaiid Vanir 980 Ninth Street, Suite 900, Sacramento, CA 95814	Laura Bindi TRS Consultants, Inc 5000 Executive Parkway, Suite 310, San Ramon, CA 94551
Dawn Johnson Towill, Inc. 5099 Commercial Circle, Suite 100 Concord, CA 94520	Gregory Howard SBC Pacific Bell 2150 Webster Street, Room 1000, Oakland, CA 94612	Ron Richardson Sverdrup Civil, Inc. 1340 Treat Blvd., Suite 208, Walnut Creek, CA 94596	Robert Salaber Salaber Associates, Inc. 180 South First Street, Suite 10, Dixon, CA 95620
Alice Ghirardelli Ghirardelli Engineering 1067 Market Street, #1024, San Francisco, CA 94103	Susanne Alexander F.E. Jordan Associates, Inc. 90 New Montgomery Street Suite 1320, San Francisco, CA 94105	Scott Alman Willdan Associates 609 Gregory Lane, Suite 200, Pleasant Hills, CA 94523	Mehezad Azari Azari Engineering, Inc. 5356 Clayton Rd. #201, Concord, CA 94521
John Bergen Montgomery Watson 1340 Treat Blvd., Suite 300, Walnut Creek, CA 94596	Ranjit Chakravorti TRS Consultants, Inc. 5000 Executive Parkway, Suite 390, San Ramon, CA 94583	Peter S. Chan PSC Associates, Inc. 1185 Terra Bella, Mountain View, CA 94043	Kailash C. Chaudhary Chaudhary & Associates, Inc. 3272 Villa Lane, Napa, CA 94558
Joyce Clark Vali Cooper & Associates, Inc. 41 Washington Avenue, Point Richmond, CA 94801	Carolyn Cox Raytheon Engineers & Constructors 4235 Forcum Avenue, Suite #100, McClellan, CA 95652	Felicia Dean McGill Martin Self, Inc. 1500 Newell Avenue, Suite 700, Walnut Creek, CA 94596	Gary Elliott Luster Construction Management P.O. Box 58, Oakland, CA 94604
Guy Erickson Harris & Associates 120 Mason Circle, Concord, CA 94520	Stanley Feinsod SYSTRA Consulting, Inc. 760 Market Street, Suite 320, San Francisco, CA 94102	Darlene Gee Jacobs/Sverdrup Civil, Inc. 1340 Treat Blvd., Suite 208, Walnut Creek, CA 94596	Michael Goldsmith DeYoung Construction Management, Inc. 831 Bay Avenue Suite 2A, Capitola, CA 95010
Richard Gorman David Evans and Associates, Inc. 5000 Executive Parkway, Ste.125, San Ramon, CA 94583	Rich Graziano Swinerton Management & Consulting 4055 Nelson Avenue, Concord, CA 94520	Anthony Gschwend BKF Engineers 540 Price Avenue, Redwood City, CA 94063	Paul Hardy Santina & Thompson, Inc. 1355 Willow Way Suite 280, Concord, CA 94520
Randell Harrison Harrison Engineering 562 Little Lane, Pleasant Hills, CA 94523	April Hawkins A/E Consultants Information Network P.O. Box 417816, Sacramento, CA 95841	Scott Huntsman Ninyo & Moore 675 Hegenberger Road, Suite 220, Oakland, CA 94621	Lisa Johnson Critical Solutions 171 Mayhew Way, #207, Pleasant Hills, CA 94523
Terry Johnson MSE Group 900 Murmansk Street, Suite 3, Oakland, CA 94607	Bill Kanemoto William Kanemoto & Associates 6428 Hillegass Ave., Oakland, CA 94618	K. Krishnamurthy CCCM, Inc. 1700 North Broadway Suite 403, Walnut Creek, CA 94596	Jim Limerick IMS 945 Hornblend Street, Suite G, San Diego, CA 92109
Ben Wilson Washington Infrastructure Services, Inc. 2633 Camino Ramon, Suite 450, San Ramon, CA 94583	Don Maker Berryman & Henigar 6150 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	David Mazzo DMJM + Harris 1330 Broadway, Suite 1001, Oakland, CA 94612	Steve Mellon Quincy Engineering, Inc. 3247 Ramos Circle, Sacramento, CA 95827
Dave Ogden Boyle Engineering Corp. 100 Howe Ave. #250 N, Sacramento, CA 95825	Thomas O'Mallow O'Brien-Kreitzberg 50 Fremont Street, 24th Floor, San Francisco, CA 94105	Roland Peck Global Materials Handling P.O. Box 51, Clayton, CA 94517	Karl Pierce Geotopo 1611 Telegraph Avenue, Suite 488, Oakland, CA 94612
Leslie Regos CH2M Hill 155 Grand Avenue, Suite 1000, Oakland, CA 94612	Poulicos Prastacos Urban MicroSystems 2951 Florida Street, Oakland, CA 94602	Patty Pulver The Covello Group 43 Quail Court, Suite 111, Walnut Creek, CA 94596	Michael K. Chan S&C Engineers, Inc. 111 Broadway, Ste. 300, Oakland, CA 94607
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